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COMMUNITY RESPONSE

CENTER

630.434.CALL (2255)

CIVIC CENTER

301 Burlington Avenue

Downers Grove

Illinois 60515-4776

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

FIRE DEPARTMENT

ADMINISTRATION

6701 Main Street

Downers Grove

Illinois 60516-3426

630.434.5980

FAX 630.434.5998

POLICE DEPARTMENT

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue

Downers Grove

Illinois 60515-4074

630.434.5460

FAX 630.434.5495

DEPARTMENT OF

SOCIAL AND HEALTH SERVICES

842 Curtiss Street

Downers Grove

Illinois 60515-4761

630.434.5595

FAX 630.434.5599

EPA Region 5 Records Ctr.



264473

November 25, 2002


Mr. Bruce White
Karaganis, White & Magel, Ltd.
414 North Orleans Street, Ste. 810
Chicago, IL 60610

Dear Mr. White:

Per our conversation, enclosed please find the Village Council ordinances and resolutions relating to Downers Grove Gardens, Belmont Park and Maple Hill. Also included are some minutes and memos relating to the establishment of the recapture fees.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


Enza X. Petrarca
Village Attorney

VILLAGE OF DOWNERS GROVE

Enclosures

\\wp8\letters.02\recapturefees



DEPARTMENTAL CORRESPONDENCE

DATE October 13, 1982

SUBJECT Water System Connection Charges

TO James R. Griesemer

DEPT. Village Manager

FROM Stephen B. Veitch

DEPT. Deputy Village Manager

☐ Urgent Please Read at Once

☐ Please Read Before _____

☒ For Review - Not Urgent

☐ General Information Only

Concurrent with the completion of the proposed Five Year Financial Plan for 1983-88, I have concluded an analysis of our plans for water system extensions toward designing an appropriate mechanism for recovering costs through this most extraordinary period of expansion.

The projects included in the proposed Five Year Plan represent the ultimate extension of the water system into all areas within the Village's planning area not now served by the Village water system. The total cost of these improvements is estimated to be \$7,512,000. An area by area analysis indicates that these improvements will serve 2,470 zoning lots. The average value of the improvements per zoning lot is therefore estimated to be \$3,041.30 per lot.

This expansion program extends far beyond the distribution system construction and maintenance capital investment against which the \$150 "surcharge" currently collected at the time of tap-on is charged. The traditional main recapture approach employed with isolated water main extensions in the past does not lend itself to the subject program as entire areas, many of substantial size, are involved in the program. Water mains of various sizes and lengths, as well as pressure loops, are involved. These factors combine to make a simple front-foot recapture approach inequitable and any attempt to determine actual "benefit" impractical. Further, even the average value is a very substantial sum for most property owners.

In recognition of the above, and consistent with our discussions on this subject, it is proposed that the Village establish a special procedure for certain designated "system expansion areas". The procedure is outlined as follows:

1. Designate "system expansion areas" in the Municipal Code and provide the authority for the Village Council to establish the relevant system connection charge, from time to time, by resolution (currently recommended to be \$3,000).
2. Provide in the Code for payment of one half the connection charge at the time of tap-on and payment of the other half over time via our existing special service area metered water surcharge (two times the normal rate).

WATER SYSTEM CONNECTION CHARGES
Mayor and Council
October 27, 1982
Page Two

I hope the Council finds this information useful. If you have any questions, I would be happy to attempt to answer them and would, of course, welcome any suggestions. If this course is satisfactory for the Council, I will have the Legal Department draft an ordinance for your consideration.

James R. Griesemer

JRG:1a

VILLAGE OF DOWNERS GROVE
DEPARTMENTAL CORRESPONDENCE

DATE: April 16, 1985
TO: Stephen B. Veitch
FROM: Ronald G. Matthias
RE: Water Main Extensions
Belmont-Maple Area

In accordance with your request, the Engineering Department has estimated the cost for an independent water utility to install a water system within the unincorporated areas located in the vicinity of Maple Avenue and Belmont Road. It is estimated that the total cost to installing a system of this type including the installation of a new well and a one million gallon elevated storage tank would be \$4,600,000.00. This water system would serve approximately 985 parcels of land within this unincorporated area. It is estimated that the cost to each property owner to install this independent water system would be approximately \$4,670.00. The Village of Downers Grove can serve this area with expansion of its water system for approximately \$3,258,000.00 including the installation of a one million gallon elevated storage tank to serve not only this area but the Ellsworth Industrial Park. The increase in cost for an independent utility company to serve this area is mainly due to the fact that the independent water utility company would be required to install water mains parallel to the Village's water mains on Maple Avenue between Lee and Walnut, on Belmont Road between 63rd and Elmore, on Elmore between Belmont and Lee, and on 63rd Street between Belmont Road and Springside Avenue. The estimated cost to install these parallel water mains is \$992,000.00. Furthermore, an independent public water supply would be required to install a new well within this area, at an estimated cost of approximately \$350,000.00 plus \$100,000.00 for land for a new well. Please note that the Village of Downers Grove would have to spend \$100,000.00 for land in this area to install a storage tank while an independent water utility could utilize that same site for both a storage tank and a well.

1715
10/3/85
Lof

If the Village were to furnish water to this unincorporated area, each parcel of land would be required to pay \$1,900.00 towards the installation of this water system; a savings to a property owner of approximately \$2,770.00. Of course, a independent water utility company could install the system and recapture its costs by charging higher user fees thus spreading the cost to a property owner for the installation of this system over a period of years.

According to the information we received from the DuPage Utility Water Company, we are advised that they operate and maintain an independent water system located west of the proposed North/South Tollroad, from 59th Street north to Hitchcock Avenue. The north half of this system serves the Village of Lisle

BM

not the intent.

5. Request for Sidewalk Waiver. The Manager explained it is on the west side of Cumnor south of Ogden. Council asked that it be referred to the Plan Commission.

6. Water Connection Fee. A proposed ordinance was sent to Council. This fee would be applied as the Village extends water mains to unincorporated areas. There has been a change in the ordinance from the original draft which proposed a \$3,000 recapture (50% up front, 50% surcharge). The Village took some large bids on water projects, found the actual cost of the connection are below the estimate, and the charge is therefore being reduced to \$1,900, with \$950 up front.

Mayor Council asked what if the connection costs go up next year? The Manager said the Village built in some inflation.

Commissioner Brennan asked the water annexation connection fee? The Manager said the hook up charge plus costs for whether the Village installed the mains or they were installed by the developer. This does not relieve developers of the requirement to install mains.

Commissioner Glas asked the cost to the property owner on 36th Street. The Manager said it will be for connection charges, not recapture, that a developer installed the mains, not the Village.

Council put the ordinance on the May 9 agenda.

7. Pending Litigation. The Manager said there will be a pending litigation meeting after Workshop.

MAYOR

1. Consent Agenda. Council had no questions.

Mr. Musielak asked, regarding the second reading of the bid for the Fairview/Austin storm sewer which is on the Consent Agenda, why the Village does not start downstream and work upstream? Wouldn't starting at Hummer Park aggravate the problem? The Manager said that starting downstream is the way to go, but the Village has been stymied on the east side of Belmont because of disagreement between the State and residents regarding channels. Therefore, the Village has made a number of improvements upstream, particularly Barth Pond, which have helped a great deal. This project should not aggravate because of the size of the pipe under downtown. With cleanout of the pipe the Village expects to get some storage in the pipe.

Jack Winter asked if the Village will be cleaning out the 11' pipe under Carpenter? The Manager said no, but there is a project to install a cleanout under the Washington lot this year.

3/86

86-5
Downers Grove Gardens

RESOLUTION NO. 86-5

**RESOLUTION AUTHORIZING THE EXECUTION OF
CERTAIN PRE-ANNEXATION AGREEMENTS**

WHEREAS, the Council of the Village of Downers Grove has determined that it would be in the best interests of the Village to enter into Pre-Annexation Agreements with the owners of record of property within the territory commonly known as Downers Grove Gardens, and legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the procedures established in Sec. 25-41 of the Downers Grove Municipal Code, as amended, for the execution of said Pre-Annexation Agreements have been fully complied with; and

WHEREAS, the Council desires to authorize execution of such Agreements on behalf of the Village,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Downers Grove, as follows:

1. That the Mayor and Clerk are hereby directed from time to time to execute on behalf of the Village Pre-Annexation Agreements concerning property within the territory described in Exhibit A, which Agreements are substantially in the form of Exhibit B, attached hereto and made a part hereof, and which have been executed by the owners of record of the subject property.

2. That this resolution shall be in full force and effect from and after its passage as provided by law.

Passed: March 31, 1986

Attest:

Barbara Waldner
Village Clerk

Betty M. Cheever
Mayor

WHEREAS, the Village Council has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the Village agree as follows:

1. The Owners shall submit to the Village together with this Agreement or as promptly as practicable thereafter, an executed petition for annexation to the Village in the form provided by law.

2. If ownership of any of the lots which are part of the Property shall be transferred during the term of this Agreement, the successor owner shall submit to the Village an executed petition for annexation in the form provided by law within thirty (30) days of the transfer or on or before January 1, 2006 A.D., whichever comes first.

3. The Village shall record this Agreement in the office of the County Recorder of DuPage County, but shall hold it in its possession and shall not file or otherwise act upon petitions filed pursuant to paragraphs 1 and 2 hereof until January 1, 2006 or except as provided in paragraph 5 hereof.

4. The Village shall not annex the lots which are part of the Property until January 1, 2006, and shall then proceed to annex such lots in the order required to assure contiguity of each parcel to the corporate boundaries of the Village.

5. Nothing herein shall prohibit any one of the Owners whose lot within the Property is or becomes contiguous to the Village prior to January 1, 2006 A.D. from voluntarily requesting annexation to the Village prior to such date.

6. The Village will use its best efforts to construct water mains to serve the Property on or before December 31, 1986, and such construction shall be at no cost to the owners until connection thereto, at which time the fees shall be as established in paragraph 8 hereof.

7. The Village shall not require any one of the Owners who may wish to connect to the Village water system prior to January 1, 2006 A.D. to annex to the Village as a condition to such connection, regardless of whether the owner's lot is then contiguous to the corporate boundaries of the Village.

8. Any one of the Owners who may connect to the Village water system prior to January 1, 2006 A.D. shall be required to pay the then current water rates for Village residents and the connection fees in force as of the date of this Agreement which are as follows:

Water System Capacity Charge	\$ 150.00
Water System Inspection Fee	100.00
Water System Tap Fee	75.00
Water Meter Charge	125.00
Water System Connection Charge	<u>1,900.00</u>

TOTAL FEE: \$2,350.00

Such fees do not include the cost of a street opening permit if connection is made after completion of construction of the water mains nor the cost of the private service line from the main to any structure on private property.

9. Any one of the Owners who may connect to the Village water system prior to January 1, 2006 A.D. may elect to pay one-half of the water system connection charge stated in paragraph 8 above (\$950.00) in deferred payments, without interest, by means of a surcharge on metered water consumption equivalent to the charge for water consumption. In the event any Owner elects to pay the balance of the water system connection charge by means of a surcharge on water consumption, the Village may file with the Recorder of

DuPage County a notice of the unpaid charges to serve as notice to subsequent owners of the existence of the surcharge.

10. The Owners shall enjoy the same rights, and abide by the same restrictions with respect to water availability and usage as consumers within the corporate limits of the Village.

11. The execution of the annexation petitions contemplated in paragraphs 1 and 2 hereof shall not create an obligation to connect to the Village's water system, and the Village shall not require any of the Owners to connect to the Village's water system except as provided by such Village ordinances regulating the maintenance or replacement of private wells as may be in effect upon actual future annexation of the lots which are part of the Property.

12. The parties to this Agreement, or their successors or assigns in title, may, either in law or in equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suit for specific performance.

13. The Village and the Owners, their successors and assigns, may amend this Agreement by common written consent.

14. The term of this Agreement shall be twenty (20) years from the date of execution hereof.

15. This Agreement shall inure to the benefit of and be binding on the successor corporate authorities of the Village and any successors or assigns of any of the Owners.

16. If any portion of this Agreement or ordinance enacted pursuant thereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.

17. This Agreement may be executed in multiple counterparts or duplicate originals or with multiple signature pages, each of which shall constitute and be deemed one and the same document.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

VILLAGE OF DOWNERS GROVE

By: _____
Mayor

ATTEST: _____
Village Clerk

OWNERS

EXHIBIT "A"

Those portions of the NE 1/4 of Section 13 of Lisle Township T-38-N, R-10-E of the 3rd principal meridian as follows:

Lots A and B of the J.H. Frankenfield Survey, the Maple Hill Recreation Corporation's Assessment Plat #1, Lots 1-28 inclusive of Block #1 and all of Blocks 2, 8, 9, and 11 of Downers Grove Gardens;

and,

Those portions of the SE 1/4 of Section 13 of Lisle Township T-38-N, R-10-E of the 3rd principal meridian as follows:

All of blocks 21, 22, 23 (except lots 28 and 41) and 24 of Downers Grove Gardens;

and,

Those portions of the NW 1/4 of Section 18 of Downers Grove Township T-38-N, R-11-E of the 3rd principal meridian as follows:

Lots 1-8 of Rehm's Subdivision and all of blocks 3 to 7, 12 to 14 and 16 of Downers Grove Gardens;

and,

Those portions of the SW 1/4 of Section 18 of Downers Grove Township T-38-N, R-11-E of the 3rd principal meridian as follows:

Lots 1 & 2 of Melva's Subdivision and all of blocks 17-20 and 25-27 of Downers Grove Gardens and lots 10-17 and 28-36 of the Arthur T. McIntosh and Company's Dunham Street Subdivision;

and,

Those portions of the NE 1/4 of Section 18 of Downers Grove Township T-38-N, R-11-E of the 3rd principal meridian, as follows:

The westerly 100 feet of lot 4, lots 5 and 6 of block 10 and lots 34-39 of block 11 of Holcomb's Subdivision;

and,

Those portions of the SE 1/4 of Section 18 of Downers Grove Township, T-38-N, R-11-E of the 3rd principal meridian as follows:

Lot 40 of Block 11 of Holcomb's Subdivision and Tract A of Chester's Survey and lots 1-6 except the easterly 200 feet thereof, lot 7, the easterly 100 feet of lot 8, the northerly 250 feet of the east half of lot 18, the northerly 230 feet of lot 19 and lot 28 of Arthur T. McIntosh and Company's Dunham Street Subdivision and lots 1-3 of Adamec's Resubdivision.

86-5

86-5

2/86

PREANNEXATION AGREEMENT

This Agreement made and entered into this ____ day of _____, 1986, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village") and _____ (hereinafter referred to as the "Owners"),

WITNESSETH:

WHEREAS, the Owners are the owners of record of certain real estate, described as follows:

(hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, as established by boundary agreements with adjacent municipalities and is or will be contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly to said future annexation, in accordance with the provisions of Ill. Rev. Stat. ch. 24, sec. 11-15.1-1 et seq.; and

06/92

ORDINANCE NO. 3529**AN ORDINANCE AUTHORIZING EXECUTION OF
ANNEXATION AGREEMENTS AND PROVISION OF
WATER SERVICE TO DOWNERS GROVE GARDENS**

WHEREAS, the Council of the Village of Downers Grove has determined that it would be in the best interest of the Village to enter into annexation agreements with Owners of record of property within the territory commonly known as Downers Grove Gardens, and legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, pursuant to Section 25-41 of the Downers Grove Municipal Code, the Village has established a procedure for providing water service to properties beyond the corporate limits of the Village upon execution of an annexation agreement; and

WHEREAS, the Council desires to set forth a form for such agreements to facilitate the processing thereof; and

WHEREAS, the Council has previously provided for procedures and agreement forms by Resolution 86-5 and now desires to change such procedures and forms,

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

SECTION 1. That the Village hereby offers to accept receipt of, process and if, in the opinion of the Village Council it is in the best interest of the Village, enter into annexation agreements concerning property within the territory described in Exhibit A, which agreements are substantially in the form of Exhibit B, attached hereto and made a part hereof.

SECTION 2. Upon receipt of an annexation agreement in the form of Exhibit B, and a petition for annexation, both properly executed by the Owners of record of the subject property, along with the payment of all fees and costs for processing of said agreement and petition, including, but not limited to, cost of publication, the Village shall cause notice to be published and shall conduct a hearing in the manner provided by law. The Council shall thereafter consider and either approve or reject the annexation agreement, in their discretion.

SECTION 3. Upon submittal of an annexation agreement in the form of Exhibit B, and a petition for annexation, both properly executed by the Owners of record of the subject property, and payment of all related fees, including publication and recording fees, for the processing of the annexation agreement and petition, the Owners may apply for water service, if available, and connect the subject property to the Village water system, upon payment of the following fees:

a. Where a one (1) inch tap is involved, the Owners shall pay \$1,900.00 as a connection charge in lieu of any other connection charge assessed pursuant to Section 25-40(c)(1) of the Downers Grove Municipal Code, as now or hereafter amended. Where a tap larger than one (1) inch is involved, the Owners shall pay the connection charge assessed pursuant to Section 25-40(c)(1) of the Downers Grove Municipal Code, as now or hereafter amended.

b. Except as provided in subparagraph (a) above for one (1) inch taps, the Owners shall pay all charges and fees related to connecting to the Village water system, at the rates

in effect on the date of application for water service. These fees and charges to be paid may include, but are not necessarily limited to a water system capacity charge, any inspection fee, recapture fee, tap fee, connection fee, meter charge, and costs related to any required street opening.

SECTION 4. That the water service provided as set forth in Section 3 shall continue regardless of the Council decision on the relevant annexation agreement.

SECTION 5. That all ordinances or resolutions, or parts thereof, in conflict with the provisions of this ordinance be and are hereby repealed.

SECTION 6. That this ordinance shall be in full force and effect from and after its passage and publication in the manner provided by law.

Betty M. Cherner.
Mayor

Passed: January 4, 1993

Published: January 5, 1993

Attest: Barbara Waldner
Village Clerk

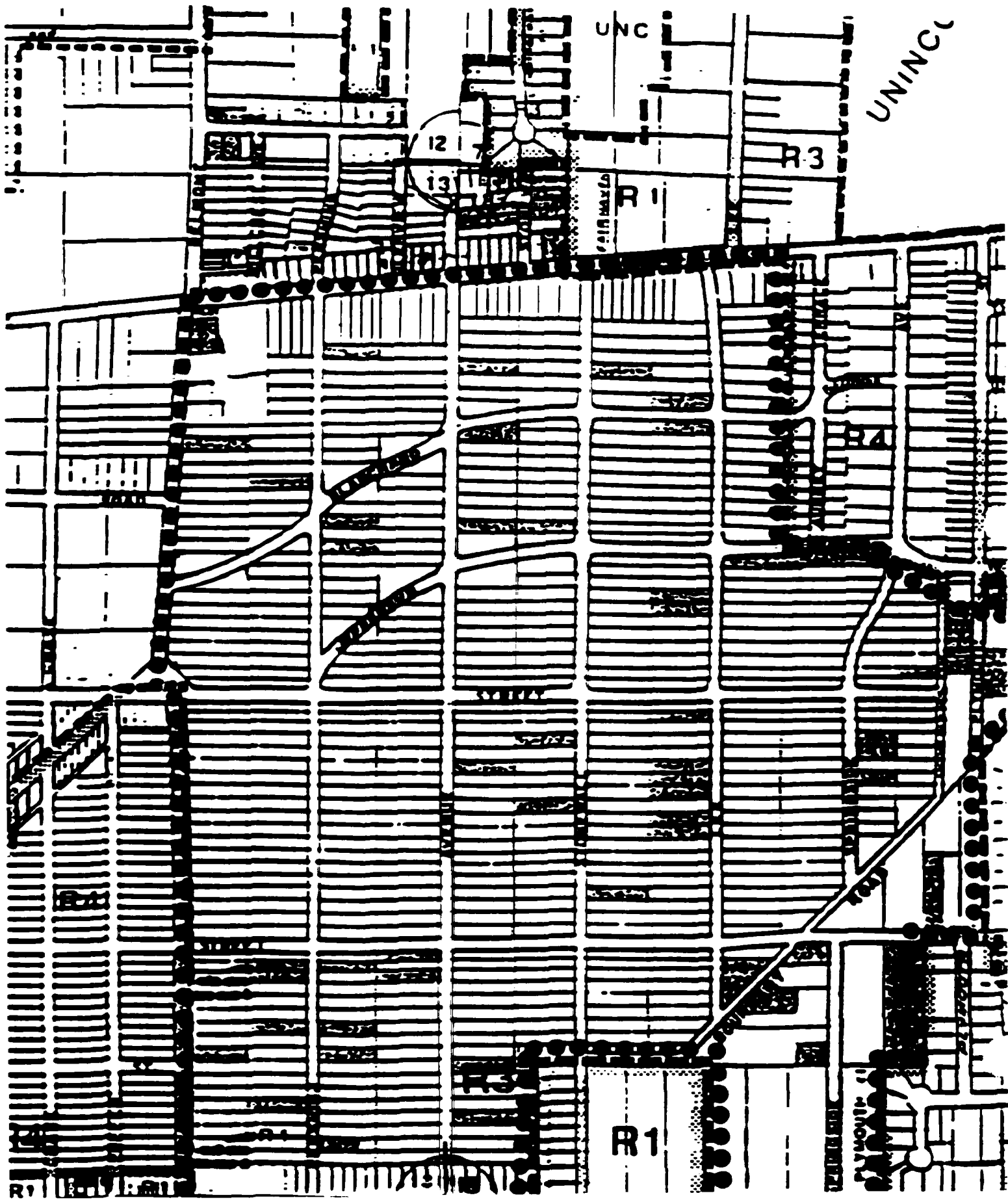


EXHIBIT "A"

Those portions of the NE 1/4 of Section 13 of Lisle Township T-38-N, R-10-E of the 3rd principal meridian as follows:

Lots A and B of the J.H. Frankenfield Survey, the Maple Hill Recreation Corporation's Assessment Plat #1, Lots 1-28 inclusive of Block #1 and all of Blocks 2, 8, 9, and 11 of Downers Grove Gardens;

and,

Those portions of the SE 1/4 of Section 13 of Lisle Township T-38-N, R-10-E of the 3rd principal meridian as follows:

All of blocks 21, 22, 23 (except lots 28 and 41) and 24 of Downers Grove Gardens;

and,

Those portions of the NW 1/4 of Section 18 of Downers Grove Township T-38-N, R-11-E of the 3rd principal meridian as follows:

Lots 1-3 of Renm's Subdivision and all of blocks 3 to 7, 12 to 14 and 16 of Downers Grove Gardens;

and,

Those portions of the SW 1/4 of Section 18 of Downers Grove Township T-38-N, R-11-E of the 3rd principal meridian as follows:

Lots 1 & 2 of Melva's Subdivision and all of blocks 17-20 and 25-27 of Downers Grove Gardens and lots 10-17 and 28-36 of the Arthur T. McIntosh and Company's Dunham Street Subdivision;

and,

- Those portions of the NE 1/4 of Section 13 of Downers Grove Township T-38-N, R-11-E of the 3rd principal meridian, as follows:

The westerly 100 feet of lot 4, lots 5 and 6 of block 10 and lots 34-39 of block 11 of Holcomb's Subdivision;

and,

Those portions of the SE 1/4 of Section 18 of Downers Grove Township, T-38-N, R-11-E of the 3rd principal meridian as follows:

Lot 40 of Block 11 of Holcomb's Subdivision and Tract A of Chester's Survey and lots 1-6 except the easterly 200 feet thereof, lot 7, the easterly 100 feet of lot 8, the northerly 250 feet of the east half of lot 18, the northerly 230 feet of lot 19 and lot 28 of Arthur T. McIntosh and Company's Dunham Street Subdivision and lots 1-3 of Adamec's Resubdivision.

ANNEXATION AGREEMENT**DOWNERS GROVE GARDENS**

This Agreement made and entered into this ____ day of _____, 19____, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village") and _____ (hereinafter referred to as the "Owners"),

WITNESSETH:

WHEREAS, the Owners are the owners of record of certain real estate, described as follows:

(hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, as established by boundary agreements with adjacent municipalities, and is or will be contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly

to said future annexation, in accordance with the provisions of Ill. Rev. Stat., Ch. 24, Sec. 11-15.1-1 et seq.; and

WHEREAS, the Village Council has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the Village agree as follows:

1. The provisions of the preamble herein above set forth are hereby restated and incorporated herein by reference.
2. The Owners shall submit to the Village together with this Agreement an executed Petition for Annexation in the form provided by law. The Owners shall pay all fees associated with this Agreement including publication fees and recording fees.
3. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date of this Agreement is executed by the Village. Any person acquiring any rights or interest in the property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full.
4. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation as provided in Paragraph 7 below, the purchasers shall submit to the Village a properly executed Petition for

Annexation and an acknowledgement and acceptance of this Agreement in the form attached hereto as Exhibit 1 within thirty (30) days of acquiring such interest or on or before January, 1, 2006, whichever occurs first. It shall be the responsibility of the Owners and the purchaser to submit these items. Provided however the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement or the Petition for Annexation set forth in Paragraph 2.

5. The Village shall record the Petition for Annexation and this Agreement in the office of the Recorder of Deeds of DuPage County. In addition, the Village shall record any petition and acknowledgement executed by a subsequent or successor owner as provided in Paragraph 3 above.

6. On or before January 1, 2006, the Owners may request immediate annexation based upon this Annexation Agreement and petition filed pursuant thereto. This request is subject to the condition that the Property be contiguous and otherwise lawfully able to be annexed to the Village.

7. The Village shall take no action to annex the Property, except in response to a voluntary request for annexation as set forth above, until January 1, 2006. After said date, the Village may at any time prior to expiration of this Agreement annex the Property. The owner, or their successors in interest, shall assist the Village and take all actions or steps necessary, including but not limited to, preparing and executing new

petitions for annexation, waivers and plats, to accomplish said annexation.

8. The Owners may connect the Property to the Village water system, if such system is available to the Property, upon payment of the following fees:

a. Where a one (1) inch tap is involved, the Owners shall pay \$1,900.00 as a connection charge in lieu of any other connection charge assessed pursuant to Section 25-40(c)(1) of the Downers Grove Municipal Code, as now or hereafter amended. Where a tap larger than one (1) inch is involved, the Owners shall pay the connection charge assessed pursuant to Section 25-40(c)(1) of the Downers Grove Municipal Code, as now or hereafter amended.

b. Except as provided in subparagraph (a) above for one (1) inch taps, the Owners shall pay all charges and fees related to connecting to the Village water system, at the rates in effect on the date of application for water service. These fees and charges to be paid may include, but are not necessarily limited to a water system capacity charge, any inspection fee, recapture fee, tap fee, connection fee, meter charge, and costs related to any required street opening.

9. The Owners may elect to pay one-half of the water system connection charge as described in Paragraph 8(a), above, in deferred payments, without interest, by means of a surcharge on metered water equivalent to the charge for water consumption. In the event the Owners elect to pay the balance of such water system connection charge by means of a surcharge on water consumption, the Owners shall submit a properly executed lien for

unpaid service charges which shall be recorded in the office of the Recorder of Deeds of DuPage County.

10. The Owners shall enjoy the same rights and abide by the same rules and regulations with respect to water service, availability, and usage as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village.

11. The parties to this Agreement or their successors or assigns, may, in either law or equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance.

12. This Agreement may only be amended by written instruments signed by both parties.

13. The term of this Agreement shall be twenty (20) years from the date of execution hereof.

14. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.

15. This Agreement may be executed in multiple counterparts of duplicate originals or with multiple signature pages each of which shall constitute and be deemed one and the same document.

16. The undersigned Owners warrant that ___he___ constitute all owners of the Property and that ___he___ have full authority and power to sign the Agreement and the petition submitted

herewith and that they have not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

OWNER(S)

VILLAGE OF DOWNERS GROVE

By: _____

By: _____

Mayor

(print name)

Attest: _____
Village Clerk

By: _____

(print name)

By: _____

(print name)

Subscribed and sworn to before me
this ____ day of _____, 19__.

Notary Public

RESOLUTION NO. 86-8RESOLUTION AUTHORIZING THE EXECUTION OF
CERTAIN PRE-ANNEXATION AGREEMENTS

WHEREAS, the Council of the Village of Downers Grove has determined that it would be in the best interests of the Village to enter into Pre-Annexation Agreements with the owners of record of property within the territory commonly known as Maple Hill Improvement Association, and legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the procedures established in Sec. 25-41 of the Downers Grove Municipal Code, as amended, for the execution of said Pre-Annexation Agreements have been fully complied with; and

WHEREAS, the Council desires to authorize execution of such Agreements on behalf of the Village,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Downers Grove, as follows:

1. That the Mayor and Clerk are hereby directed from time to time to execute on behalf of the Village Pre-Annexation Agreements concerning property within the territory described in Exhibit A, which Agreements are substantially in the form of Exhibit B, attached hereto and made a part hereof, and which have been executed by the owners of record of the subject property.

2. That this resolution shall be in full force and effect from and after its passage as provided by law.

Petty M. Cheever
Mayor

Passed: April 28, 1986

Attest: Barbara Waldman
Village Clerk

EXHIBIT "A"

86-8

Those portions of the SE 1/4 of Section 12 of Lisle Township T-38-N, R-10-E of the 3rd Principal Meridian as follows:

Lots 1-21 of H.M. Cornell & Co.'s Resubdivision of Ferguson's Hill Crest Subdivision, and

Those portions of the NE 1/4 of Section 13 of Lisle Township T-38-N, R-10-E of the 3rd Principal Meridian as follows:

Lots 1-22 inclusive of block 1, lots 1-23 inclusive of block 2, lots 1-27 inclusive of block 3, and lots 13-20 inclusive and that portion of lots 11 and 12 lying westerly of the easterly line of said Section 13 of block 28 of the First Addition to Downers Grove Gardens, and

Those portions of the SW 1/4 of Section 7 and of the NW 1/4 of Section 18 of Downers Grove Township T-38-N, R-11-E of the 3rd Principal Meridian as follows:

Lots 5-10 inclusive and that portion of lots 11 and 12 lying easterly of the westerly line of said Sections 7 and 18 of block 28, lots 1-12 inclusive of block 29 and lots 4-13 inclusive of block 30 of the First Addition to Downers Grove Gardens, all in DuPage County, Illinois.

3/86

86-8
Exhibit "B" 86-8

PREANNEXTATION AGREEMENT

This Agreement made and entered into this ____ day of _____, 1986, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village") and _____ (hereinafter referred to as the "Owners"),

WITNESSETH:

WHEREAS, the Owners are the owners of record of certain real estate, described as follows:

(hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, as established by boundary agreements with adjacent municipalities and is or will be contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly to said future annexation, in accordance with the provisions of Ill. Rev. Stat. ch. 24, sec. 11-15.1-1 et seq.; and

WHEREAS, the Village Council has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the Village agree as follows:

1. The Owners shall submit to the Village together with this Agreement or as promptly as practicable thereafter, an executed petition for annexation to the Village in the form provided by law.

2. If ownership of any of the lots which are part of the Property shall be transferred during the term of this Agreement, the successor owner shall submit to the Village an executed petition for annexation in the form provided by law within thirty (30) days of the transfer or on or before January 1, 2006 A.D., whichever comes first.

3. The Village shall record this Agreement in the office of the County Recorder of DuPage County, but shall hold it in its possession and shall not file or otherwise act upon petitions filed pursuant to paragraphs 1 and 2 hereof until January 1, 2006 or except as provided in paragraph 5 hereof.

4. The Village shall not annex the lots which are part of the Property until January 1, 2006, and shall then proceed to annex such lots in the order required to assure contiguity of each parcel to the corporate boundaries of the Village.

5. Nothing herein shall prohibit any one of the Owners whose lot within the Property is or becomes contiguous to the Village prior to January 1, 2006 A.D. from voluntarily requesting annexation to the Village prior to such date.

6. The Village will use its best efforts to construct water mains to serve the Property on or before December 31, 1986, and such construction shall be at no cost to the owners until connection thereto, at which time the fees shall be as established in paragraph 8 hereof.

7. The Village shall not require any one of the Owners who may wish to connect to the Village water system prior to January 1, 2006 A.D. to annex to the Village as a condition to such connection, regardless of whether the owner's lot is then contiguous to the corporate boundaries of the Village.

8. Any one of the Owners who may connect to the Village water system prior to January 1, 2006 A.D. shall be required to pay the then current water rates for Village residents and the connection fees in force as of the date of this Agreement which are as follows:

Water System Capacity Charge	\$ 150.00
Water System Inspection Fee	100.00
Water System Tap Fee	75.00
Water Meter Charge	125.00
Water System Connection Charge	<u>1,900.00</u>
TOTAL FEE:	\$2,350.00

Such fees do not include the cost of a street opening permit if connection is made after completion of construction of the water mains nor the cost of the private service line from the main to any structure on private property.

9. Any one of the Owners who may connect to the Village water system prior to January 1, 2006 A.D. may elect to pay one-half of the water system connection charge stated in paragraph 8 above (\$950.00) in deferred payments, without interest, by means of a surcharge on metered water consumption equivalent to the charge for water consumption. In the event any Owner elects to pay the balance of the water system connection charge by means of a surcharge on water consumption, the Village may file with the Recorder of

DuPage County a notice of the unpaid charges to serve as notice to subsequent owners of the existence of the surcharge.

10. The Owners shall enjoy the same rights, and abide by the same restrictions with respect to water availability and usage as consumers within the corporate limits of the Village.

11. The execution of the annexation petitions contemplated in paragraphs 1 and 2 hereof shall not create an obligation to connect to the Village's water system, and the Village shall not require any of the Owners to connect to the Village's water system except as provided by such Village ordinances regulating the maintenance or replacement of private wells as may be in effect upon actual future annexation of the lots which are part of the Property.

12. The parties to this Agreement, or their successors or assigns in title, may, either in law or in equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suit for specific performance.

13. The Village and the Owners, their successors and assigns, may amend this Agreement by common written consent.

14. The term of this Agreement shall be twenty (20) years from the date of execution hereof.

15. This Agreement shall inure to the benefit of and be binding on the successor corporate authorities of the Village and any successors or assigns of any of the Owners.

16. If any portion of this Agreement or ordinance enacted pursuant thereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.

17. This Agreement may be executed in multiple counterparts or duplicate originals or with multiple signature pages, each of which shall constitute and be deemed one and the same document.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

VILLAGE OF DOWNERS GROVE

By: _____
Mayor

ATTEST: _____
Village Clerk

OWNERS

3532

06/92

ORDINANCE NO. 3532

**AN ORDINANCE AUTHORIZING EXECUTION OF
ANNEXATION AGREEMENTS AND PROVISION OF
WATER SERVICE TO MAPLE HILL IMPROVEMENTS**

WHEREAS, the Council of the Village of Downers Grove has determined that it would be in the best interest of the Village to enter into annexation agreements with Owners of record of property within the territory commonly known as Maple Hill Improvement Association, and legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, pursuant to Section 25-41 of the Downers Grove, Municipal Code, the Village has established a procedure for providing water service to properties beyond the corporate limits of the Village upon execution of an annexation agreement; and

WHEREAS, the Council desires to set forth a form for such agreements to facilitate the processing thereof; and

WHEREAS, the Council has previously provided for procedures and agreement forms by Resolution 86-8 and now desires to change such procedures and forms,

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

SECTION 1. That the Village hereby offers to accept receipt of, process and if, in the opinion of the Village Council it is in the best interest of the Village, enter into annexation agreements concerning property within the territory described in Exhibit A, which agreements are substantially in the form of Exhibit B, attached hereto and made a part hereof.

SECTION 2. Upon receipt of an annexation agreement in the form of Exhibit B, and a petition for annexation, both properly executed by the Owners of record of the subject property, along with the payment of all fees and costs for processing of said agreement and petition, including, but not limited to, cost of publication, the Village shall cause notice to be published and shall conduct a hearing in the manner provided by law. The Council shall thereafter consider and either approve or reject the annexation agreement, in their discretion.

SECTION 3. Upon submittal of an annexation agreement in the form of Exhibit B, and a petition for annexation, both properly executed by the Owners of record of the subject property, and payment of all related fees, including publication and recording fees, for the processing of the annexation agreement and petition, the Owners may apply for water service, if available, and connect the subject property to the Village water system, upon payment of the following fees:

a. Where a one (1) inch tap is involved, the Owners shall pay \$1,900.00 as a connection charge in lieu of any other connection charge assessed pursuant to Section 25-40(c)(1) of the Downers Grove Municipal Code, as now or hereafter amended. Where a tap larger than one (1) inch is involved, the Owners shall pay the connection charge assessed pursuant to Section 25-40(c)(1) of the Downers Grove Municipal Code, as now or hereafter amended.

b. Except as provided in subparagraph (a) above for one (1) inch taps, the Owners shall pay all charges and fees related to connecting to the Village water system, at the rates

in effect on the date of application for water service. These fees and charges to be paid may include, but are not necessarily limited to a water system capacity charge, any inspection fee, recapture fee, tap fee, connection fee, meter charge, and costs related to any required street opening.

SECTION 4. That the water service provided as set forth in Section 3 shall continue regardless of the Council decision on the relevant annexation agreement.

SECTION 5. That all ordinances or resolutions, or parts thereof, in conflict with the provisions of this ordinance be and are hereby repealed.

SECTION 6. That this ordinance shall be in full force and effect from and after its passage and publication in the manner provided by law.



Mayor

Passed: January 4, 1993

Published: January 5, 1993

Attest:



Village Clerk

Those portions of the SE 1/4 of Section 12 of Lisle Township T-38-N, R-10-E of the 3rd Principal Meridian as follows:

Lots 1-21 of H.M. Cornell & Co.'s Resubdivision of Ferguson's Hill Crest Subdivision, and

Those portions of the NE 1/4 of Section 13 of Lisle Township T-38-N, R-10-E of the 3rd Principal Meridian as follows:

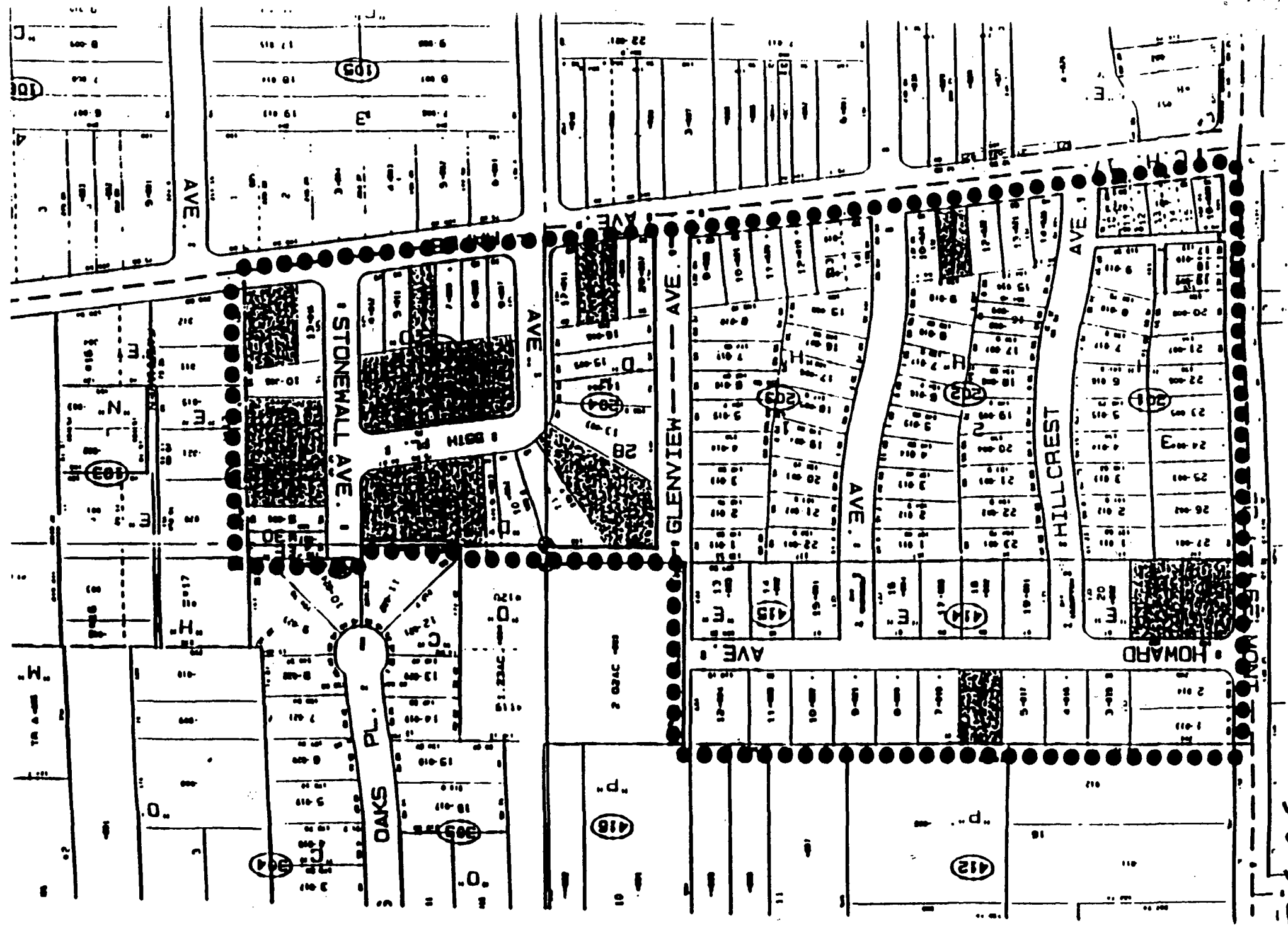
Lots 1-22 inclusive of block 1, lots 1-23 inclusive of block 2, lots 1-27 inclusive of block 3, and lots 13-20 inclusive and that portion of lots 11 and 12 lying westerly of the easterly line of said Section 13 of block 28 of the First Addition to Downers Grove Gardens, and

Those portions of the SW 1/4 of Section 7 and of the NW 1/4 of Section 18 of Downers Grove Township T-38-N, R-11-E of the 3rd Principal Meridian as follows:

Lots 5-10 inclusive and that portion of lots 11 and 12 lying easterly of the westerly line of said Sections 7 and 18 of block 28, lots 1-12 inclusive of block 29 and lots 4-13 inclusive of block 30 of the First Addition to Downers Grove Gardens, all in DuPage County, Illinois.

3532

WILEY MILL



06/92

EXHIBIT B

ANNEXATION AGREEMENT

3532

MAPLE HILL

This Agreement made and entered into this ____ day of _____, 19____, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village") and _____ (hereinafter referred to as the "Owners"),

WITNESSETH:

WHEREAS, the Owners are the owners of record of certain real estate, described as follows:

(hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, as established by boundary agreements with adjacent municipalities, and is or will be contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly

to said future annexation, in accordance with the provisions of Ill. Rev. Stat., Ch. 24, Sec. 11-15.1-1 et seq.; and

WHEREAS, the Village Council has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the Village agree as follows:

1. The provisions of the preamble herein above set forth are hereby restated and incorporated herein by reference.

2. The Owners shall submit to the Village together with this Agreement an executed Petition for Annexation in the form provided by law. The Owners shall pay all fees associated with this Agreement including publication fees and recording fees.

3. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date of this Agreement is executed by the Village. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full.

4. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation as provided in Paragraph 7 below, the purchasers shall submit to the Village a properly executed Petition for

Annexation and an acknowledgement and acceptance of this Agreement in the form attached hereto as Exhibit 1 within thirty (30) days of acquiring such interest or on or before January, 1, 2006, whichever occurs first. It shall be the responsibility of the Owners and the purchaser to submit these items. Provided however the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement or the Petition for Annexation set forth in Paragraph 2.

5. The Village shall record the Petition for Annexation and this Agreement in the office of the Recorder of Deeds of DuPage County. In addition, the Village shall record any petition and acknowledgement executed by a subsequent or successor owner as provided in Paragraph 3 above.

6. On or before January 1, 2006, the Owners may request immediate annexation based upon this Annexation Agreement and petition filed pursuant thereto. This request is subject to the condition that the Property be contiguous and otherwise lawfully able to be annexed to the Village.

7. The Village shall take no action to annex the Property, except in response to a voluntary request for annexation as set forth above, until January 1, 2006. After said date, the Village may at any time prior to expiration of this Agreement annex the Property. The owner, or their successors in interest, shall assist the Village and take all actions or steps necessary, including but not limited to, preparing and executing new

petitions for annexation, waivers and plats, to accomplish said annexation.

8. The Owners may connect the Property to the Village water system, if such system is available to the Property, upon payment of the following fees:

a. Where a one (1) inch tap is involved, the Owners shall pay \$1,900.00 as a connection charge in lieu of any other connection charge assessed pursuant to Section 25-40(c)(1) of the Downers Grove Municipal Code, as now or hereafter amended. Where a tap larger than one (1) inch is involved, the Owners shall pay the connection charge assessed pursuant to Section 25-40(c)(1) of the Downers Grove Municipal Code, as now or hereafter amended.

b. Except as provided in subparagraph (a) above for one (1) inch taps, the Owners shall pay all charges and fees related to connecting to the Village water system, at the rates in effect on the date of application for water service. These fees and charges to be paid may include, but are not necessarily limited to a water system capacity charge, any inspection fee, recapture fee, tap fee, connection fee, meter charge, and costs related to any required street opening.

9. The Owners may elect to pay one-half of the water system connection charge as described in Paragraph 8(a), above, in deferred payments, without interest, by means of a surcharge on metered water equivalent to the charge for water consumption. In the event the Owners elect to pay the balance of such water system connection charge by means of a surcharge on water consumption, the Owners shall submit a properly executed lien for

unpaid service charges which shall be recorded in the office of the Recorder of Deeds of DuPage County.

10. The Owners shall enjoy the same rights and abide by the same rules and regulations with respect to water service, availability, and usage as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village.

11. The parties to this Agreement or their successors or assigns, may, in either law or equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance.

12. This Agreement may only be amended by written instruments signed by both parties.

13. The term of this Agreement shall be twenty (20) years from the date of execution hereof.

14. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.

15. This Agreement may be executed in multiple counterparts of duplicate originals or with multiple signature pages each of which shall constitute and be deemed one and the same document.

16. The undersigned Owners warrant that ___he___ constitute all owners of the Property and that ___he___ have full authority and power to sign the Agreement and the petition submitted

herewith and that they have not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

OWNER(S)

VILLAGE OF DOWNERS GROVE

By: _____

By: _____

Mayor

(print name)

Attest: _____

Village Clerk

By: _____

(print name)

By: _____

(print name)

Subscribed and sworn to before me
this ____ day of _____, 19____.

Notary Public

4/88

88-27
Belmont Park

RESOLUTION NO. 88-27

**RESOLUTION AUTHORIZING THE EXECUTION
OF CERTAIN PRE-ANNEXATION AGREEMENTS**

WHEREAS, the Council of the Village of Downers Grove has determined that it would be in the best interests of the Village to enter into Pre-Annexation Agreements with the owners of record of property within the territory commonly known as Belmont Park, and legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the procedures established in Sec. 25-41 of the Downers Grove Municipal Code, as amended, for the execution of said Pre-Annexation Agreements have been fully complied with; and

WHEREAS, the Council desires to authorize execution of such Agreement on behalf of the Village,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Downers Grove, as follows:

1. That the Mayor and Clerk are hereby directed from time to time to execute, on behalf of the Village, Pre-Annexation Agreements concerning property within the territory described in Exhibit A, which Agreements are substantially in the form of Exhibit B, attached hereto and made a part hereof, and which have been executed by the owners of record of the subject property.

2. That this resolution shall be in full force and effect from and after its passage as provided by law.

Letty M. Cheever
Mayor

Passed: April 25, 1988

Attest:

Barbara Waldner
Village Clerk

Exhibit "A"

Lots 9 through 20 in Block 1; Lots 8 through 13 in Block 2; Lots 1 through 31 in Block 3; Lots 1 through 27 in Block 4; Lots 1 through 18 in Block 5; and Lots 1 through 18 in Block 6 of Arthur T. McIntosh and Company's Scenic View Subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots 77, 78, 68, 67 of the Second Addition to Belmont Park, a subdivision located in the Northwest Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots 40, 41, 42, 44 through 50, and Lots 52 through 66 of the First Addition to Belmont Park, a subdivision located in the Northwest Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots 1 through 3 of R.E. Thatcher's Plat of Survey in the Northwest Quarter, Section 13, Township 38 North, Range 10 East of the Third Principal Meridian in DuPage County, Illinois.

Lots 1 through 6 of Owner's Subdivision of Lot 51 of the First Addition to Belmont Park, a subdivision located in the Northwest Quarter, Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots 35 through 39 and Lot B of Belmont Park, a subdivision located in the Northwest Quarter of Section 13, Township 38 North, Range 10 East of the Third Principal Meridian in DuPage County, Illinois.

The West 332.015' of the South 341.80' of Lot 21 and Lots 26 and 27 of Part of Arthur T. McIntosh and Company's Belmont Farms, located in the Northeast Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots 4, 9 through 12, 16, Lots 20 through 34, and Lot A of Belmont Park, a subdivision located in the Northeast Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots 1 through 16 of Belmont Hill Resubdivision in the Northeast Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots A and B of Kirchoff-Socora Plat of Survey in the Northeast Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots 1 through 5 in Block 5; Lots 1 through 16 in Block 4; Lots 1 through 13 in Block 3; and Lots 1 through 5 in Block 2 of Downers Grove Park, a subdivision located in the Southeast Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

4/88

PREANNEXATION AGREEMENT

This Agreement made and entered into this ____ day of _____, 1988, by and between the Village of Downers Grove _____s municipal corporation (hereinafter referred to as the "Village", and _____ (hereinafter referred to as the "Owners"),

WITNESSETH:

WHEREAS, the Owners are the owners of record of certain real estate, described as follows:

(hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, as established by boundary agreements with adjacent municipalities, and is or will be contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly to said future annexation, in accordance with the provisions of Ill. Rev. Stat., ch. 24, sec. 11-15.1-1 et seq.; and

WHEREAS, the Village Council has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the Village agree as follows:

1. The Owners shall submit to the Village together with this Agreement or as promptly as practicable thereafter, an executed petition for annexation to the Village in the form provided by law.
2. If ownership of any of the lots which are part of the Property shall be transferred during the term of this Agreement, the successor owner shall submit to the Village an executed petition for annexation in the form provided by law within thirty (30) days of the transfer or on or before January 1, 2008 A.D., whichever comes first.
3. The Village shall record this Agreement in the office of the County Recorder of DuPage County, but shall hold it in its possession and shall not file or otherwise act upon petitions filed pursuant to paragraphs 1 and 2 hereof until January 1, 2008, or except as provided in paragraph 5 hereof.
4. The Village shall not annex the lots which are part of the Property until January 1, 2008, and shall then proceed to annex such lots in the order required to assure contiguity of each parcel to the corporate boundaries of the Village.
5. Nothing herein shall prohibit any one of the Owners whose lot within the Property is or becomes contiguous to the Village prior to

January 1, 2008, A.D. from voluntarily requesting annexation to the Village prior to such date.

6. The Village will use its best efforts to construct water mains to serve the Property on or before December 31, 1988, and such construction shall be at no cost to the owners until connection thereto, at which time the fees shall be as established in paragraph 8 hereof.

7. The Village shall not require any one of the Owners who may wish to connect to the Village water system prior to January 1, 2008, A.D. to annex to the Village as a condition to such connection, regardless of whether the owner's lot is then contiguous to the corporate boundaries of the Village.

8. Any one of the Owners who may connect to the Village water system prior to January 1, 2008, A.D. shall be required to pay the then current water rates for Village residents and the connection fees in force as of the date of this Agreement which are as follows:

Water System Capacity Charge	\$ 150.00
Water System Inspection Fee	100.00
Water System Tap Fee	75.00
Water Meter Charge	125.00
Water System Connection Charge	<u>1,900.00</u>

TOTAL FEE: \$ 2,350.00

Such fees do not include the cost of a street opening permit if connection is made after completion of construction of the water mains nor the cost of the private service line from the main to any structure on private property.

9. Any one of the Owners who may connect to the Village water system prior to January 1, 2008, A.D. may elect to pay one-half of the water system connection charge stated in paragraph 8 above (\$950.00) in deferred

payments, without interest, by means of a surcharge on metered water consumption equivalent to the charge for water consumption. In the event any Owner elects to pay the balance of the water system connection charge by means of a surcharge on water consumption, the Village may file with the Recorder of DuPage County a notice of the unpaid charges to serve as notice to subsequent owners of the existence of the surcharge.

10. The Owners shall enjoy the same rights and abide by the same restrictions with respect to water availability and usage as consumers within the corporate limits of the Village.

11. The execution of the annexation petitions contemplated in paragraphs 1 and 2 hereof shall not create an obligation to connect to the Village's water system, and the Village shall not require any of the Owners to connect to the Village's water system except as provided by such Village ordinances regulating the maintenance or replacement of private wells as may be in effect upon actual future annexation of the lots which are part of the Property.

12. The parties to this Agreement, or their successors or assigns in title, may, either in law or in equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suit for specific performance.

13. The Village and the Owners, their successors and assigns, may amend this Agreement by common written consent.

14. The term of this Agreement shall be twenty (20) years from the date of execution hereof.

15. This Agreement shall inure to the benefit of and be binding on the successor corporate authorities of the Village and any successors or assigns of any of the Owners.

16. If any portion of this Agreement or ordinance enacted pursuant thereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.

17. This Agreement may be executed in multiple counterparts of duplicate originals or with multiple signature pages each of which shall constitute and be deemed one and the same document.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

VILLAGE OF DOWNERS GROVE

By: _____
Mayor

ATTEST: _____
Village Clerk

OWNERS

06/92

ORDINANCE NO. 3530

**AN ORDINANCE AUTHORIZING EXECUTION OF
ANNEXATION AGREEMENTS AND
PROVISION OF WATER SERVICE TO BELMONT PARK**

WHEREAS, the Council of the Village of Downers Grove has determined that it would be in the best interest of the Village to enter into annexation agreements with Owners of record of property within the territory commonly known as Belmont Park, and legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, pursuant to Section 25-41 of the Downers Grove Municipal Code, the Village has established a procedure for providing water service to properties beyond the corporate limits of the Village upon execution of an annexation agreement; and

WHEREAS, the Council desires to set forth a form for such agreements to facilitate the processing thereof; and

WHEREAS, the Council has previously provided for procedures and agreement forms by Resolution 88-27 and now desires to change such procedures and forms,

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

SECTION 1. That the Village hereby offers to accept receipt of, process and if, in the opinion of the Village Council it is in the best interest of the Village, enter into annexation agreements concerning property within the territory described in Exhibit A, which agreements are substantially in the form of Exhibit B, attached hereto and made a part hereof.

SECTION 2. Upon receipt of an annexation agreement in the form of Exhibit B, and a petition for annexation, both properly executed by the Owners of record of the subject property, along with the payment of all fees and costs for processing of said agreement and petition, including, but not limited to, cost of publication, the Village shall cause notice to be published and shall conduct a hearing in the manner provided by law. The Council shall thereafter consider and either approve or reject the annexation agreement, in their discretion.

SECTION 3. Upon submittal of an annexation agreement in the form of Exhibit B, and a petition for annexation, both properly executed by the Owners of record of the subject property, and payment of all related fees, including publication and recording fees, for the processing of the annexation agreement and petition, the Owners may apply for water service, if available, and connect the subject property to the Village water system, upon payment of the following fees:

a. Where a one (1) inch tap is involved, the Owners shall pay \$1,900.00 as a connection charge in lieu of any other connection charge assessed pursuant to Section 25-40(c)(1) of the Downers Grove Municipal Code, as now or hereafter amended. Where a tap larger than one (1) inch is involved, the Owners shall pay the connection charge assessed pursuant to Section 25-40(c)(1) of the Downers Grove Municipal Code, as now or hereafter amended.

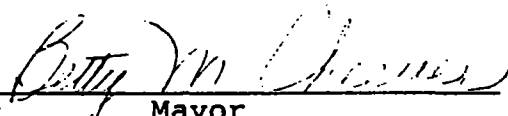
b. Except as provided in subparagraph (a) above for one (1) inch taps, the Owners shall pay all charges and fees related to connecting to the Village water system, at the rates

in effect on the date of application for water service. These fees and charges to be paid may include, but are not necessarily limited to a water system capacity charge, any inspection fee, recapture fee, tap fee, connection fee, meter charge, and costs related to any required street opening.

SECTION 4. That the water service provided as set forth in Section 3 shall continue regardless of the Council decision on the relevant annexation agreement.

SECTION 5. That all ordinances or resolutions, or parts thereof, in conflict with the provisions of this ordinance be and are hereby repealed.

SECTION 6. That this ordinance shall be in full force and effect from and after its passage and publication in the manner provided by law.

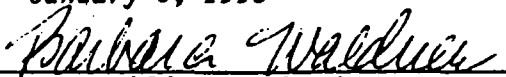


Mayor

Passed: January 4, 1993

Published: January 5, 1993

Attest:



Village Clerk

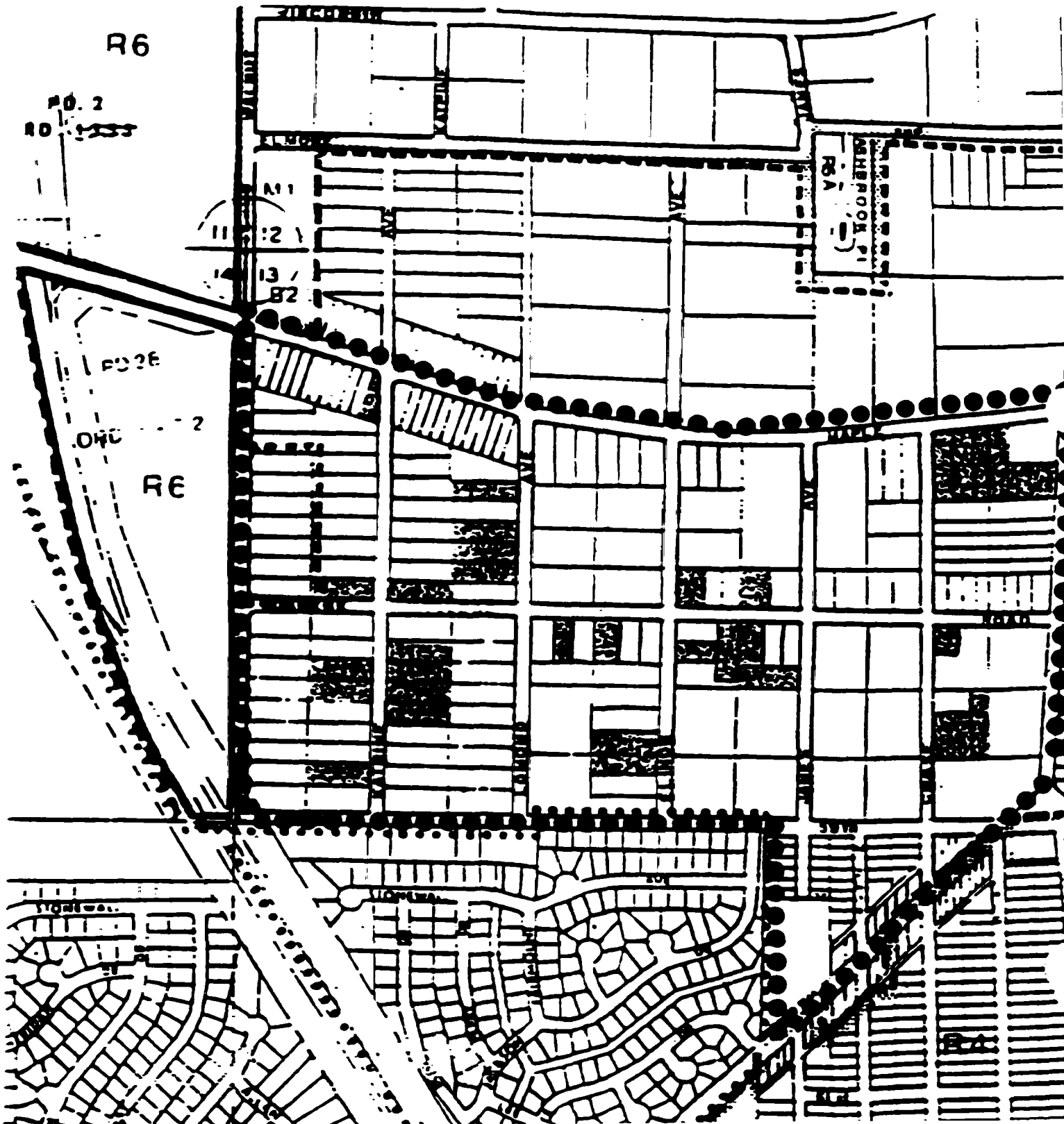


Exhibit "A"

Lots 9 through 20 in Block 1; Lots 8 through 13 in Block 2; Lots 1 through 31 in Block 3; Lots 1 through 27 in Block 4; Lots 1 through 18 in Block 5; and Lots 1 through 18 in Block 6 of Arthur T. McIntosh and Company's Scenic View Subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots 77, 78, 68, 67 of the Second Addition to Belmont Park, a subdivision located in the Northwest Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots 40, 41, 42, 44 through 50, and Lots 52 through 66 of the First Addition to Belmont Park, a subdivision located in the Northwest Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots 1 through 3 of R.E. Thatcher's Plat of Survey in the Northwest Quarter, Section 13, Township 38 North, Range 10 East of the Third Principal Meridian in DuPage County, Illinois.

Lots 1 through 6 of Owner's Subdivision of Lot 51 of the First Addition to Belmont Park, a subdivision located in the Northwest Quarter, Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots 35 through 39 and Lot 8 of Belmont Park, a subdivision located in the Northwest Quarter of Section 13, Township 38 North, Range 10 East of the Third Principal Meridian in DuPage County, Illinois.

The West 332.015' of the South 341.80' of Lot 21 and Lots 26 and 27 of Part of Arthur T. McIntosh and Company's Belmont Farms, located in the Northeast Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots 4, 9 through 12, 16, Lots 20 through 34, and Lot A of Belmont Park, a subdivision located in the Northeast Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots 1 through 16 of Belmont Hill Resubdivision in the Northeast Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

-2-

Lots A and B of Kirschoff-Socora Plat of Survey in the Northeast Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Lots 1 through 5 in Block 5; Lots 1 through 16 in Block 4; Lots 1 through 13 in Block 3; and Lots 1 through 5 in Block 2 of Downers Grove Park, a subdivision located in the Southeast Quarter of Section 13, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

ANNEXATION AGREEMENT**BELMONT PARK**

This Agreement made and entered into this ____ day of _____, 19____, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as the "Village") and _____ (hereinafter referred to as the "Owners"),

WITNESSETH:

WHEREAS, the Owners are the owners of record of certain real estate, described as follows:

(hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, as established by boundary agreements with adjacent municipalities, and is or will be contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly

to said future annexation, in accordance with the provisions of Ill. Rev. Stat., Ch. 24, Sec. 11-15.1-1 et seq.; and

WHEREAS, the Village Council has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the Village agree as follows:

1. The provisions of the preamble herein above set forth are hereby restated and incorporated herein by reference.

2. The Owners shall submit to the Village together with this Agreement an executed Petition for Annexation in the form provided by law. The Owners shall pay all fees associated with this Agreement including publication fees and recording fees.

3. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date of this Agreement is executed by the Village. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full.

4. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation as provided in Paragraph 7 below, the purchasers shall submit to the Village a properly executed Petition for

Annexation and an acknowledgement and acceptance of this Agreement in the form attached hereto as Exhibit 1 within thirty (30) days of acquiring such interest or on or before January 1, 2008, whichever occurs first. It shall be the responsibility of the Owners and the purchaser to submit these items. Provided however the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement or the Petition for Annexation set forth in Paragraph 2.

5. The Village shall record the Petition for Annexation and this Agreement in the office of the Recorder of Deeds of DuPage County. In addition, the Village shall record any petition and acknowledgement executed by a subsequent or successor owner as provided in Paragraph 3 above.

6. On or before January 1, 2008, the Owners may request immediate annexation based upon this Annexation Agreement and petition filed pursuant thereto. This request is subject to the condition that the Property be contiguous and otherwise lawfully able to be annexed to the Village.

7. The Village shall take no action to annex the Property, except in response to a voluntary request for annexation as set forth above, until January 1, 2008. After said date, the Village may at any time prior to expiration of this Agreement annex the Property. The owner, or their successors in interest, shall assist the Village and take all actions or steps necessary, including but not limited to, preparing and executing new

petitions for annexation, waivers and plats, to accomplish said annexation.

8. The Owners may connect the Property to the Village water system, if such system is available to the Property, upon payment of the following fees:

a. Where a one (1) inch tap is involved, the Owners shall pay \$1,900.00 as a connection charge in lieu of any other connection charge assessed pursuant to Section 25-40(c)(1) of the Downers Grove Municipal Code, as now or hereafter amended. Where a tap larger than one (1) inch is involved, the Owners shall pay the connection charge assessed pursuant to Section 25-40(c)(1) of the Downers Grove Municipal Code, as now or hereafter amended.

b. Except as provided in subparagraph (a) above for one (1) inch taps, the Owners shall pay all charges and fees related to connecting to the Village water system, at the rates in effect on the date of application for water service. These fees and charges to be paid may include, but are not necessarily limited to a water system capacity charge, any inspection fee, recapture fee, tap fee, connection fee, meter charge, and costs related to any required street opening.

9. The Owners may elect to pay one-half of the water system connection charge as described in Paragraph 8(a), above, in deferred payments, without interest, by means of a surcharge on metered water equivalent to the charge for water consumption. In the event the Owners elect to pay the balance of such water system connection charge by means of a surcharge on water consumption, the Owners shall submit a properly executed lien for

unpaid service charges which shall be recorded in the office of the Recorder of Deeds of DuPage County.

10. The Owners shall enjoy the same rights and abide by the same rules and regulations with respect to water service, availability, and usage as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village.

11. The parties to this Agreement or their successors or assigns, may, in either law or equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance.

12. This Agreement may only be amended by written instruments signed by both parties.

13. The term of this Agreement shall be twenty (20) years from the date of execution hereof.

14. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole, other than the part so declared invalid.

15. This Agreement may be executed in multiple counterparts of duplicate originals or with multiple signature pages each of which shall constitute and be deemed one and the same document.

16. The undersigned Owners warrant that ___he___ constitute all owners of the Property and that ___he___ have full authority and power to sign the Agreement and the petition submitted

herewith and that they have not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

OWNER(S)

VILLAGE OF DOWNERS GROVE

By: _____

By: _____

Mayor

(print name)

Attest: _____

Village Clerk

By: _____

(print name)

By: _____

(print name)

Subscribed and sworn to before me
this ____ day of _____, 19__.

Notary Public

O R D I N A N C E

OPW-004-99

AMENDING SECTION 1.8 OF THE PRIVATE WATER SUPPLY ORDINANCE,
CHAPTER 34, SECTION 34-1.8 OF THE CODE OF DU PAGE COUNTY

WHEREAS, the County Board has an obligation to protect the quality of the environment and the health, welfare and safety of DuPage County's citizens by providing for safe and sanitary construction and operation of private water supply systems; and

WHEREAS, the Illinois General Assemble has enacted the Illinois Water Well Construction Code (415 ILCS 30/1 et seq .), which provides that units of local government may establish a system for the regulation and inspection of private water supply systems, provided such ordinances establish a system at least equal to the state's system of regulation and inspection; and

WHEREAS, pursuant to its authority under the Illinois Water Well Construction Code, the County Board adopted its Ordinance OH-0002-90, entitled "Private Water Supply Ordinance", on November 27, 1990, providing for the regulation and inspection of private water supply systems, which ordinance is codified as Chapter 34 of the Code of DuPage County; and

WHEREAS, the Health Committee of the DuPage County Board has reviewed and approved this proposed Ordinance.

NOW, THEREFORE, BE IT ORDAINED that Section 1.8 of the Private Water Supply Ordinance, Chapter 34, Section 34-1.8 of the Code of DuPage County, entitled "Public Water Supplies", is hereby deleted in its entirety and in lieu thereof, the language attached hereto as Exhibit "A" and incorporated herein shall be substituted; and

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect from the date of its adopting; and

BE IT FURTHER ORDAINED that the County Clerk is hereby directed to publish this Ordinance in a newspaper of general circulation in DuPage County; and

BE IT FURTHER ORDAINED that the County Clerk is hereby directed to transmit certified copies of this Ordinance to the County Board; the Auditor; the Treasurer; State's Attorney's Office; the Department of Public Works; Division of Environmental Health; Illinois Department of Public Health, 525 W. Jefferson, Springfield, Illinois 62761; and a copy to the DuPage County Health Department.

Enacted and approved this day of ,
1999, at Wheaton, Illinois.

By:

Robert J. Schillerstrom, Chairman
DuPage County Board

Attest: By:

Gary A. King, County Clerk

EXHIBIT "A"

Sec. 34-1.8. PUBLIC WATER SUPPLIES.

- A. Construction of a water well shall not be permitted on property where a community public water supply is reasonably available except as provided under Section 920.30 c Variance in the Illinois Water Well Construction Code. If a community public water supply is not reasonably available, then every residence, business building, or enterprise shall have its own private water supply in conformance with the provisions set forth in this Ordinance.
- B. That portion of the glacial aquifer underlying the area of the County described in Table 1 may contain substances which might make its use as a source of water supply a detriment to the public health, safety or welfare. When a community public water supply is, or becomes, reasonably available to any property described in Table 1, the owner of every residence, business building or enterprise on such property shall make or cause to be made connection to such community public water supply, and all groundwater wells on such property for purposes other than groundwater monitoring or remediation shall be abandoned and sealed in compliance with Section 4.8 of this Ordinance, within three (3) month of the date of such community public water supply being, or becoming, reasonably available thereto.

TABLE 1. AREA OF REQUIRED CONNECTION TO REASONABLY
AVAILABLE COMMUNITY PUBLIC WATER SUPPLY AND
ABANDONMENT OF GROUNDWATER WELLS FOR PURPOSES
OTHER THAN GROUNDWATER MONITORING REMEDIATION

PART I

LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BLOCK 6
OF McLERAN AND BLAIR'S ADDITION; AND

LOTS K, L, M, N, O, P, Q AND R IN BLOCK 6 OF WESTSHIRE
GARDENS 1ST ADDITION; AND

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 7, AND LOTS 1,
2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BLOCK 12, OF
WESTSHIRE GARDENS, ALL IN THE SOUTHEAST QUARTER OF SECTION
9, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

PART II

LOTS 7, 8, 28, 29, 30, 32, 33, 34, 35, 36, 37, 38, 39,
AND THE PORTIONS OF LOTS 9, 10 AND 11 LYING NORTH OF KRESS
CREEK, IN WEST PARK; AND

LOTS 1 AND 2 IN GEORGE D. DeBEAU'S PLAT OF SURVEY; AND

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15,
16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,
31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 AND 43 IN
WEST-WIN MEADOWS; AND

LOTS 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55,
56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70,
71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85,
86, 87 AND 88 IN WEST-WIN MEADOWS 2ND UNIT ALL IN THE
NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 16, TOWNSHIP 39
NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU
PAGE COUNTY, ILLINOIS.

Estimated Commitment

802 connections

Estimated Loan Commitment

North Belmont Park Water Main B Box Service (Local Share of Grant)	\$350,00
---	----------

802 Home Recapture Fee @ 3000	\$2,250,00
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802 Connection Fees	\$778,00
---------------------	----------

802 Services to Homes	\$2,406,00
-----------------------	------------

750 B - Box Services to Property	\$1,125,00
----------------------------------	------------

Administration, Engineering and Legal	\$100,00
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10% Contingency	\$700,90
-----------------	----------

Total Loan Amount	\$7,709,90
-------------------	------------

Downers Estimated Loan Payment

First six years	\$12,849.8	per month
Next fourteen years	\$53,071.0	per month

Revenue fr 802 homes

First six years	\$12,849.8	per month
Next fourteen years	\$53,071.0	per month

ove TCE Budget

North Belmont Park Water Main & B Box Service (Local Share of Grant)	\$350,00
---	----------

Recapture Cost of Existing Water Main (\$3,000 per home connection)	\$2,250,00
--	------------

Downers Grove Connecton Fee (\$970 per home connection)	\$778,00
--	----------

B Box installation on existing water main (Based on Bid of \$1500 per installation)	\$1,125,00
--	------------

Service to house and well disconnection	\$2,406,00
---	------------

Administration, Engineering and Legal	\$100,00
---------------------------------------	----------

Subtotal Budget	\$7,009,00
-----------------	------------

10% Contingency	\$700,90
-----------------	----------

Total Project Cost =	\$7,709,90
----------------------	------------

Number of Homes Anticipated to Connect	802
--	-----

Cost per home	\$9,61
---------------	--------

Cost per month for homeowner

First six years	\$16.0	per month
Remaining 14 years	\$66.1	per month

DuPage County
DEPARTMENT OF PUBLIC WORKS
421 N. COUNTY FARM ROAD
WHEATON, ILLINOIS 60187
630-682-7130



FAX COVER SHEET

DATE: 12-19-02

ATTENTION: Kendra

COMPANY NAME: Attorney Generals office

FROM: Kevin Buoy

NUMBER OF PAGES
(INCLUDING THIS COVER SHEET): 19

If you do not receive all the pages to this fax, please call us as soon as possible at 630.985.7400.

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

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DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

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DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

ARTICLE 1. GENERAL PROVISIONS

Section 1.1. TITLE

This Ordinance shall be known and may be cited as the "Private Water Supply Ordinance."

Section 1.2. AUTHORITY

This Ordinance is promulgated under the authority provided by the Illinois Compiled Statutes, Chapter 225, paragraph 415 ILCS 30 et seq.

Section 1.3. PURPOSE

It is hereby declared that there exists within the County of DuPage, State of Illinois, the need for a system of controls over the design, construction, materials, operation, and maintenance of private water supply systems. Therefore, the purpose of this Ordinance is to protect and preserve the public health, safety and general welfare by providing those controls.

Section 1.4. APPLICABILITY

After the effective date of adoption of this Ordinance, all private water supply systems as defined herein shall only be constructed or modified in accordance with the provisions of this Ordinance.

Section 1.5. OWNER'S RESPONSIBILITY

The owner of each building in which people live, work or assemble shall provide a potable water supply sufficient in quantity and pressure to serve adequately all plumbing fixtures therein.

Section 1.6. BUILDING OCCUPANCY

No person shall occupy or permit occupancy of any building not in compliance with Section 1.5 of this Ordinance.

Section 1.7. MAINTENANCE

The owner of each private water supply system shall maintain all components of that system so that they function properly and are in good repair.

Section 1.8. PUBLIC WATER SUPPLIES

- A. Construction of a water well shall not be permitted on property where a community water supply is reasonably available except that permits for supplemental wells may be issued as provided in Section 4.12 of this Ordinance. If a community water supply is not reasonably available, then every residence, business building or enterprise shall have its own private water supply in conformance with the provisions set forth in this Ordinance.

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

- B. That portion of the glacial aquifer underlying the area of the County described in Table 1 may contain substances which might make its use as a source of water supply a detriment to the public health, safety or welfare. When a community water supply is, or becomes, reasonably available to any property described in Table 1, the owner of every residence, business building or enterprise on such property shall make or cause to be made connection to such community water supply, and all groundwater wells on such property for purposes other than groundwater monitoring or remediation shall be abandoned and sealed in compliance with Section 4.9 of this Ordinance, within three (3) months of the date of such community water supply being, or becoming, reasonably available thereto.

TABLE 1
AREA OF REQUIRED CONNECTION TO REASONABLY AVAILABLE COMMUNITY WATER
SUPPLY AND ABANDONMENT OF GROUNDWATER WELLS FOR PURPOSES OTHER THAN
GROUNDWATER MONITORING OR REMEDIATION

PART I

Lots 2,3,4,5,6,7,8,9,10, and 12 in BLOCK 6 OF McLeran and Blair's Addition; and

Lots K,L,M,N,O,P,Q, and R in Block 6 of Westshire Gardens 1st Addition; and

Lots 1,2,3,4,5,6,7, and 8 in Block 7 and Lots 1,2,3,4,5,6,7,8,9,10,11, and 12 in Block 12 of Westshire Gardens, all in the Southeast Quarter of Section 9, Township 39 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois.

PART II

Lots 7,8,28,29,30,32,33,34,35,36,37,38,39, and the portions of Lots 9,10, and 11 lying North of Kress Creek, in West Park; and

Lots 1 and 2 in George D. DeBeau's Plat of Survey; and

Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,
27,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42 and 43 in West-Win Meadows;
Lots 44,45,46,47,48,49,50,51,52,53,54,55,56,57,58,59,60,61,62,63,64,65,66,67,68,69,
70,71,72,73,74,75,76,77,78,79,80,81,82,83,84,85,86,87, and 88 in West-Win Meadows 2nd Unit all
in the Northeast and Southeast Quarters of Section 16, Township 39 North, Range 9 East of the
Third Principal Meridian, in DuPage County, Illinois.

Section 1.9. INDIVIDUAL SERVICE

Each residence, business building or enterprise shall be served by its own separate water well located on the property whereon the residence, business or enterprise is located except where the residence, building or enterprise is connected to a community water supply.

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

ARTICLE 2. DEFINITIONS

Section 2.1. DEFINITIONS OF DEPARTMENT

For the purposes of this Ordinance, the words and phrases used herein shall have the meaning and interpretation as set forth in this section and Section 2.2. Any other words and phrases not defined in this section or elsewhere in Ordinance shall have their meaning customarily assigned to them.

- A. **"DEPARTMENT"** means the DuPage County Health Department.
- B. In Section 920.10 (Definitions) of the Illinois Water Well Construction Code and Section 925.10 (Definitions) of the Illinois Water Well Pump Installation Code, the definition for **"Department"** shall mean the DuPage County Health Department.
- C. In Section 920.40f (Pitless Well Adapters) of the Illinois Water Well Construction Code and Section 925.40 (Pump Installation) of the Illinois Water Well Pump Installation Code, the word **"Department"** shall be changed to read **"The Illinois Department of Public Health."**

Section 2.2. OTHER TERMS DEFINED

- A. **"APPLICANT"** means the property owner as defined herein or an authorized agent.
- B. **"DIRECTOR"** means the Executive Director of the DuPage County Health Department or their designee.
- C. **"FEE EXEMPT"** means the license or permit holder has the status of being: a) governmental unit: Federal, Illinois State, DuPage County, municipal or other unit of local government, b) a tax supported school or school district or c) a religious organization such as a church, synagogue, mosque or temple, having an Illinois not-for-profit tax status.
- D. **"MODIFICATION"** means any change or alteration of a water well structure. This includes, but is not limited to, deepening of a well, installation of a pitless adapter, and replacing or repairing a casing or well screen.
- E. **"OWNER"** means the person in whose name legal title has been recorded.
- F. **"PERMIT FEE"** means a renewable fee charged for the issuance of a permit by the DuPage County Health Department.
- G. **"PERSON"** means any individual, group of individuals, association, trust, partnership, corporation, person doing business under an assumed name, or any other entity, government or private.
- H. **"POTABLE WATER"** means water that is bacteriologically and chemically safe for human consumption.

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

- I. "REASONABLY AVAILABLE"** means that an Illinois Environmental Protection Agency-approved community water supply shall be reasonably available for connection if a) there are no local ordinances or restrictions preventing a property owner from connection, b) the public water supply is located in a public right-of-way or easement contiguous to the property and further provided that the water main can be reached without tunneling or boring for a distance of more than forty (40) feet under a roadway, building or flowing stream, c) the property owner is not required to annex the property or sign a pre-annexation in order to obtain connection to a community water supply.
- J. "SAFE DESIGN"** means a design or construction by virtue of which any lack of water tightness due to defect in material, manufacture or installation, or to deterioration or damage to the device or to the buried water line following installation, will result in the flow of water outward from the water supply under the pressure of the water system.
- K. "SUPPLEMENTAL WELL"** means a water well which has been constructed for a use other than providing potable water for drinking, culinary and sanitation purposes. Such wells include, but are not limited to, sprinkling wells, irrigation wells, heat pump wells, pond leveling wells, livestock watering wells, and fire protection wells. Such wells shall provide water that is chemically and bacteriologically safe for human consumption.
- L. "WELL"** means any excavation, regardless of design or method of construction, created for any of the following purposes: removing groundwater from or recharging water into an aquifer; determining the quantity, quality, level, or movement of groundwater in or the stratigraphy of an aquifer; and removing or exchanging heat from groundwater.
- M. "WELL CAP"** means that portion of the pitless adapter used to enclose the atmospheric termination of the casing. A well cap shall be of splash and drip-proof design. The cover shall be self-draining and overlap the top of the casing extension with a downward flange. There shall be no openings through the seal, except for a factory-installed screened vent, within the area that falls over the outer perimeter of the casing.

The well cap shall:

1. Exclude contamination from surface water and drainage from entering the water supply.
2. Be secured in position and reasonably tamper-proof.
3. Be removable with tools only.
4. Be resistant to environmental factors including impact and weathering effects.
5. Be watertight.

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

**ARTICLE 3. ADOPTION OF THE ILLINOIS
WATER WELL CONSTRUCTION CODE AND THE ILLINOIS PUMP INSTALLATION CODE**

The Illinois Water Well Construction Code, 1998, and the Illinois Water Well Pump Installation Code, 1998, as now enacted or hereafter amended, are adopted and incorporated by reference, except for the following:

- A. Section 920.130 (Permit Requirements) of the Illinois Water Well Construction Code shall be deleted in its entirety.
- B. Section 920.140 (Administrative Hearings) of the Illinois Water Well Construction Code shall be deleted in its entirety.

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

ARTICLE 4. ADDITIONS AND AMENDMENTS

In addition to the provisions adopted by reference in Article 3 of this Ordinance, the following additions and amendments shall apply to all private water supply systems in DuPage County:

Section 4.1. WATER TREATMENT DEVICES

Water treatment devices shall not be installed so that they permit direct feeding of disinfectants or other chemicals into the aquifer through the well casing.

Section 4.2. PITLESS WELL ADAPTERS

All water contact surfaces on parts in contact with the ground and the point or points of field attachment of the pitless well adapter to the well casing shall be designed and constructed to be watertight, of safe design and to prevent contamination of the water from external sources (e.g., where a well adapter is utilized, no check valves shall be permitted on the line between the adapter and the distribution system).

Section 4.3. WELL PITS

In addition to the other provisions of Section 920.110 b.2. of the Illinois Water Well Construction Code and Section 925.40 b.2. of the Illinois Water Well Pump Installation Code, it shall be required that existing well pits conform to the additional requirement that they be equipped with an approved floor drain or approved sump with pump to drain the pit. No existing well pit shall be modified to comply with this section. Existing well pits not in compliance shall be eliminated, the floor or one wall of the pit shall be broken or removed and the pit shall be filled with compacted earth.

Section 4.4. WELLS IN BASEMENTS

An existing well located in a basement shall conform to the following conditions:

- A. The casing shall extend at least twelve (12) inches above the basement floor or highest known flood elevation; and
- B. The well casing shall have a well seal that prevents contaminants from entering the well; and
- C. An approved floor drain or approved sump with pump shall be present.

Section 4.5. WELLS IN DRIVEWAYS

An existing well located in or adjacent to a driveway shall be protected from vehicular damage by the installation of a collision barrier around the casing.

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DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE**Section 4.6. WELLS WITH BURIED SEALS**

Existing wells with buried well seals shall be acceptable until removal of the seal for any reason becomes necessary, or until the well no longer meets the requirements set forth in the definition of safe design in Section 2.2 (10) of this Ordinance. At that time the well must be brought into compliance with this Ordinance or connection made to a community water supply as herein provided.

Section 4.7. PRESSURE TANKS

- A. A pressure tank shall be installed on each water system served by a water well when:
1. A pressurized pitless adapter is required, and/or
 2. The demands on the water system are such that normal use without a pressure tank would be detrimental to the working life of the well pump.
- B. Pressure tanks shall be sized to:
1. Deliver a minimum of ten (10) gallons of water per pressure cycle of the system for each building served, or
 2. For constant pressure systems, the tank must deliver the volume of water per cycle specified by the well pump manufacturer.
- C. The pressure storage tank shall be installed in a location which is not subject to flooding and which is convenient for maintenance or replacement.

Section 4.8. CHECK VALVES

A check valve shall not be permitted on the water line between the well casing and the inlet side of the pressure tank.

Section 4.9. ABANDONED WELL SEALING REQUIREMENTS

In addition to the provisions set forth in Section 920.120 of the Illinois Water Well Construction Code, the following requirements regarding the sealing of abandoned wells shall apply:

- A. Abandoned wells shall be sealed by removing the pump, drop pipe and any other obstruction in the well and by placing the sealing materials from the bottom of the well to the surface by methods that will avoid segregation or dilution of material in accordance with the requirements of Section 920.120 of the Illinois Water Well Construction Code.
- B. When an obstruction in the well exists:
1. All reasonable attempts using industry techniques shall be used to remove the obstruction, and
 2. If these attempts fail, the well shall be sealed with bentonite from bottom to top.

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

Section 4.10. WATER WELL CAPPING

In addition to the provisions set forth in Section 920.120 a.1. of the Illinois Water Well Construction Code, the following requirements for granting an extension to the thirty (30) day requirement to seal an abandoned well shall apply:

A. When applying for an extension, the owner shall submit to the Department the following:

1. An "Application for Extension of Well Sealing Deadline" request form (Appendix 2.2.1), filled out completely and signed by the property owner.
2. A drawing or plat of survey showing the well location from two adjacent property lines and showing the distances between the well and all potential primary sources, potential secondary sources and potential routes of contamination, as defined in Section 920.50 of the Illinois Water Well Construction Code, within 200 feet of the well site.
3. An application for a permit to cap the well.

B. If the request is approved, the approval will be contingent upon the well being capped by a licensed water well contractor and/or a licensed pump installation contractor as required under permit from this Department. A well may remain capped for up to one (1) year, after which it shall be put back into service under permit from the Department, or sealed.

C. Capped Well Reactivation

1. Reactivating a capped well must be done by a licensed water well contractor and/or licensed pump installation contractor as required and requires a permit from this Department. A drawing showing well location to two adjacent property lines, the location of buildings, driveways, parking lots, and any potential sources of contamination must be submitted with the permit application.

If the well is to be reactivated as a supplemental well, the well shall meet the additional requirements of Section 4.11 and Section 4.12 of this Ordinance. The exception to this is Section 4.12 (B) (3).

2. If the well is not approved for reactivation at the time of the extended deadline date, the well shall be sealed as set forth in Section 4.9 of this Ordinance.

Section 4.11. BACKFLOW PROTECTION

A. Water well systems shall be equipped with backflow prevention devices appropriate for the installation.

B. A Reduced Pressure Zone (RPZ) Backflow Assembly meeting ASSE Standard 1013 shall be required on any water well system connected to an inground irrigation system except for pond leveling wells which utilize a free-fall drain with adequate fixed air gap. An RPZ assembly shall be installed inside an enclosure meeting ASSE Standard 1060 Class 1-V, or other heated enclosure approved by the Department.

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

Section 4.12. SUPPLEMENTAL WELLS

- A. Construction of a supplemental well shall not be permitted on property connected to a community water supply except as provided under Section 920.30c Variance in the Illinois Water Well Construction Code.**
- B. Construction requirements for supplemental wells, approved through variance by the Director, are identical to those for potable wells set forth in this Ordinance, with the following additions:**
 - 1. Written notice shall be provided to the Department from all governing bodies with administrative or operational authority regarding the local public water supply that they have no objection to the construction of a supplemental well.**
 - 2. The glacial aquifer underlying the area of the proposed well shall not contain contaminants that exceed Class I Groundwater Standards adopted in the Groundwater Quality Standards Code (35 Ill. Adm. Code 620), based on available water quality data.**
 - 3. The use of steel casing shall be required.**
 - 4. If the water system is non-pressurized, the pitless adapter shall be installed at least eight (8) inches above grade. The check valve at the pump shall be removed or a bleeder valve installed above the check valve to allow the system to drain below the frost level.**
 - 5. The water system shall have a permanent electrical connection.**
 - 6. An easily accessible sampling point shall be provided.**
 - 7. Backflow protection as set forth in Section 4.11 of this Ordinance shall be provided.**
 - 8. The owner of the property for which a supplemental well permit application has been made shall have a Notice of Supplemental Well filed on the property's deed by the DuPage County Recorder of Deeds. A copy of the Notice shall be returned to the Department prior to permit issuance.**
- C. Conversion of an existing potable water well to a supplemental well shall be permitted under the following conditions:**
 - 1. There is no local ordinance prohibiting irrigation or supplemental wells.**
 - 2. Buried seal wells and wells in pits shall be upgraded to meet the provisions set forth in Section 4.12 (B) of this Ordinance.**
 - 3. Wells which are not constructed with approved pitless adapters or cannot be upgraded to meet current provisions of this Ordinance shall be sealed.**
 - 4. Isolation distances as set forth in Section 920.50 of the Illinois Water Well Construction Code are met and approved backflow protection as set forth in Section 4.11 of the DuPage County Health Department Private Water Supply Ordinance is provided.**

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

5. The property owner shall have a Notice of Supplemental Well filed on the property's deed by the DuPage County Recorder of Deeds and a copy returned to the Department within thirty (30) days from the date of well conversion.
6. After the conversion, the well must continue to produce water that is bacteriologically and chemically safe for human consumption meeting the Class I Groundwater Standards adopted in the Groundwater Quality Standards Code (35 Ill. Adm. Code 620).

Existing water wells not in compliance with the above requirements must be sealed in accordance with the requirements in Section 4.9.

- D. No person shall operate a supplemental well after the effective date of this Ordinance without a valid Supplemental Well Permit issued by the Department. The permit issued shall be valid for one (1) year and shall be renewed annually. Supplemental wells in existence prior to the adoption of this Ordinance shall obtain a permit from the Department by January 31, 2002 or abandon the well in accordance with the provisions in Section 4.9 of this Ordinance.
- E. Before issuing or renewing a permit to operate a Supplemental Well, the Department shall determine that the water well has been inspected and meets the requirements of this Ordinance. Additionally, if the property is located within a municipality, written approval to use the supplemental well must also be granted by that municipality.
- F. The annual fee to operate a supplemental well shall be in accordance with the permit fees in Section 5.2.1 of this Ordinance.

Section 4.13. WATER SERVICE PIPING

All water service piping from the pitless adapter to the pressure tank shall be installed below the known frost level but not less than forty-two (42) inches below finished grade.

Section 4.14. VARIANCE

- A. The fee to be paid to the Department for a variance review shall be in accordance with Section 5.2.1 of this Ordinance.
- B. In addition to the other provisions of Section 920.30 of the Illinois Water Well Construction Code and Section 925.30 b of the Illinois Water Well Pump Installation Code, the owner of the property for which a variance has been granted shall have a Variance Request Application filed on the property's deed by the DuPage County Recorder of Deeds.
- C. A copy of the recorded Variance Request Application must be returned to the Department prior to permit issuance.

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

ARTICLE 5. PERMIT REQUIREMENTS

Section 5.1. GENERAL PROVISIONS

No person shall construct, modify or cap a water well until a permit has been issued by the Department. Applications for permits shall be in writing on forms provided by the Department and shall be signed by the applicant.

Section 5.2. PERMIT FEES

A. Fees:

Water Well Construction and Installation Permit Fee	\$150
Variance Request Review Fee	\$ 50
Supplemental Well Annual Permit Fee	\$ 75

B. Exemptions:

All organizations, establishments and facilities, which are regulated by the Department, are required to obtain a permit where required by Ordinance. Those organizations, establishments and facilities which are "fee exempt" as defined in Section 2.2 shall not pay a fee for said permit.

Permit, license or service fees may be fully or partially waived at the discretion of the Director.

Section 5.3. PERMIT APPLICATION REQUIREMENTS

A. Application for a permit to construct a well shall be accompanied by a plat drawn to scale and fully dimensioned with specifications as necessary to fully describe the system. The plat shall show the locations of the following (whether existing or proposed):

1. Well.
2. Lot boundaries.
3. Above ground (or overhead) and underground utilities.
4. Drains and their sizes.
5. Private sewage disposal systems or sewer service lines.
6. Public sewer lines.
7. Buildings.
8. Driveways.
9. Sidewalks and patios.
10. Private sewage disposal systems and sewer lines on adjoining lots.

B. Application for a permit to modify a well shall be accompanied by a drawing showing the lot boundaries, the location of the well in relation to two (2) adjacent lot lines and any potential sources of contamination that may affect the well.

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

C. The permit application shall contain the following information:

1. Water well driller's license number and name.
2. The location of the water well including county, township, city, street, address, legal description, and permanent parcel number.
3. Name, address and telephone number of the owners of the well.
4. Type of well to be constructed (bored, dug or drilled).
5. An estimate of the depth of the well.
6. Type of well (private water well, semi-private water well, non-community water well).

Section 5.4. EXPIRATION

The permit is void if construction has not commenced within one (1) year of date of issuance.

Section 5.5. DENIAL OF PERMITS

- A. The Department shall deny the approval of a permit request when available information indicates that the groundwater aquifer contains contamination which renders the water unsafe under Article 6 of this Ordinance. A potential health problem may be detected on the basis of a sanitary survey, laboratory analysis, location of known sources of pollution, condition of water supply, type of construction, or information from previous well owners which might indicate the water would be too hazardous to drink.
- B. The Department shall grant approval of a request for a permit when approved treatment is shown to reduce contaminant levels below levels specified in Article 6 of this Ordinance.

Section 5.6. INSPECTIONS

Department personnel shall have access to the property any time after a permit application has been filed in order to determine satisfactory compliance with the provisions set forth in this Ordinance. Access shall be deemed essential for, but not limited to, the following:

- A. On-site layout review.
- B. Any stage of construction or modification of a system.
- C. Final inspection.
- D. Sampling of private water supply system.

Section 5.7. NOTIFICATION

The owner or contractor shall give forty-eight (48) hours advance notice to the Department before beginning the construction of a new water well or capping or sealing an existing water well. No work on the water well shall be done until notification is given. The owner or contractor shall provide as much notice as possible to the Department before beginning work to modify a water well. No work shall begin until the Department has been notified.

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

ARTICLE 6. WATER QUALITY STANDARDS

Section 6.1. GENERAL PROVISIONS

For a private water supply to be deemed safe for use, it shall produce water of a quality consistent with the standards described in this Article.

Section 6.2. MICROBIOLOGICAL STANDARDS

The maximum contaminant level for coliform bacteria is applicable to all private water supply systems:

A. Membrane Filter

When utilizing the membrane filter technique, there shall be no coliform per 100 milliliters in any sample.

B. Fermentation Tube

When utilizing the fermentation tube technique in either 10 milliliter or 100 milliliter standard portions, there shall be no indication of coliform bacteria present in any portion of any sample.

Section 6.3. ADOPTION OF OTHER WATER QUALITY STANDARDS

In addition to the microbiological standards described in Section 6.2 of this Ordinance, this Ordinance shall adopt, by reference, the water quality standards described in the "Federal National Primary Drinking Water Regulations" (40 CFR 141 and 142 (1988) 52 Fed. Reg. 25690 through 25717, July 8, 1987 and 53 Fed. Reg. 25801 through 25111, July 1, 1988) and any subsequent amendments or revisions thereto, and the Class I Groundwater Standards adopted in the Groundwater Quality Standards Code (35 Ill. Adm. Code 620). A copy of these documents shall be on file and available for inspection at the DuPage County Health Department offices.

Section 6.4. SAMPLING

A. Department personnel shall have access to property served by potable or supplemental water wells to inspect the water system and to collect samples to determine compliance with water quality standards set forth in this Ordinance.

B. Water samples shall be taken at points which are representative of the conditions within the distribution system. For supplemental wells, an easily accessible sampling point shall be provided.

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

ARTICLE 7. ADMINISTRATION

Section 7.1. ADMINISTRATIVE HEARINGS

- A. Administrative hearings involving Illinois water well drilling contractor licenses or Illinois water well pump installation contractor licenses shall be conducted by the Illinois Department of Public Health.**
- B. Any administrative hearing shall be conducted in accordance with the Illinois Department of Public Health Rules of Practice and Procedures of Administrative Hearings (77 Ill. Adm. Code 100).**

Section 7.2. NOTIFICATION OF VIOLATIONS

When the Department discovers a violation of this Ordinance that pertains to the actions or in-actions of a person who constructs or modifies a water well, it shall notify the Illinois Department of Public Health of the violation and the person responsible.

Section 7.3. POWERS AND DUTIES OF THE DEPARTMENT

In accordance with the provisions of this Ordinance, the Department has the following powers and duties:

- A. To make such inspections as are necessary to determine satisfactory compliance with the Private Water Supply Ordinance.**
- B. To cause investigations to be made when a violation of any provision of this Ordinance is observed by or reported to the Department.**
- C. To enter at reasonable times upon private or public property for the purpose of inspecting and investigating conditions relating to the administration and enforcement of this Ordinance.**
- D. To institute or cause to be instituted legal proceedings in the Circuit Court of DuPage County in cooperation with the State's Attorney's Office in cases of non-compliance with the provisions of the Private Water Supply Ordinance.**
- E. To institute emergency legal proceedings in the Circuit Court of DuPage County in cooperation with the State's Attorney's Office where a condition presents a substantial hazard to the public health. Upon a showing of good cause, the court shall grant such relief as is necessary under the circumstances to abate the hazard.**

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

Section 7.4. VIOLATIONS

Whenever the Department determines, through inspections or other means, that there is a violation of any provision of this Ordinance, the Department shall give notice of such alleged violation. Such notice shall:

- A. Be in writing.
- B. Include a statement of the reasons for the issuance of the notice.
- C. Contain a statement of remedial action and allow a reasonable time to effect compliance with this Ordinance.
- D. Be served upon the owner, operator or resident as the case may require, provided that such notice shall be deemed to have been properly served when the notice has been personally delivered or sent by registered or certified mail.
- E. A Health Violation Notice may be posted on the property indicating the following:
 - 1. Date of inspection.
 - 2. Type of violation noted.
 - 3. Inspector's name and phone number.
- F. It shall be a violation of this Ordinance for any person except a representative of the Department to remove or allow to be removed a Health Violation Notice posted on any property. The Health Violation Notice shall be removed from the property by a representative of the Department when remedial actions have been completed and approved.

Section 7.5. REVOCATION OR SUSPENSION OF PERMIT

The Department shall have the authority to revoke or suspend permits when they are issued in error or where the provisions of this Ordinance are violated. The reason for the revocation or suspension of a permit shall be posted in writing at the site or mailed to the applicant at the address provided in the permit application.

Section 7.6. COMPLAINTS

The Director or the State's Attorney is hereby authorized to sign a complaint on behalf of the Department alleging a violation of this Ordinance, a provision or condition contained in a permit issued pursuant to this Ordinance, or any rule, or regulation promulgated pursuant to this Ordinance.

Each day's violation constitutes a separate offense. The DuPage County State's Attorney shall bring such action as deemed appropriate in the name of the Department.

DUPAGE COUNTY HEALTH DEPARTMENT PRIVATE WATER SUPPLY ORDINANCE

Section 7.7. PENALTIES

Any person violating any provision of this Ordinance, or any provision or condition contained in a permit issued pursuant to this Ordinance, or any rule or regulation promulgated pursuant to this Ordinance shall commit a petty offense which is punishable by a fine not to exceed \$500.00.

Section 7.8. INVALIDITY

Should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

Section 7.9. CONFLICTING ORDINANCES

In any case where a provision of this Ordinance is found to be in any conflict with a provision of any zoning, building, safety, or health ordinance or code in force or adopted subsequent to the effective date of this Ordinance, the more stringent provision shall prevail.

Section 7.10. EFFECTIVE DATE

This Ordinance shall be in full force and effect from the date of its adopting.